

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CASE NO. 2018-018704-CA-01

DEUTSCHE BANK NATIONAL TRUST COMPANY,

Plaintiff,

v.

MARIO MIRABAL,

Attorney-in-Fact for Ariana Birenwajg

Defendant.

AFFIDAVIT OF FORENSIC FACTS IN SUPPORT OF DEFENDANT'S RULE
1.540(d) MOTION

I, Mario Mirabal legal title holder and attorney-in-fact for Ariana Birenwajg, do
hereby swear and affirm as follows:

1. METHODOLOGY

This affidavit is submitted in support of Defendant's Rule 1.540(d) motion to
vacate a judgment obtained through fraud upon the court. The forensic findings
herein were developed using advanced investigative methods, including:

AI-enhanced forensic document review

Securitization logic modeling

Chain-of-title validation tools

Market-based loss absorption analytics

This methodology reflects the most advanced technology currently available and parallels the analytical processes used by forensic economists and structured finance experts in federal litigation and investigations.

2. FORENSIC BREAKDOWN OF SECURITIZATION STRUCTURE AND ASSIGNMENT FRAUD

A. Loan Origination vs. Loan Ownership

The mortgage in question was originated by IndyMac Bank, F.S.B., using credit expansion—not investor capital.

The loan was pooled shortly after closing; it was never retained by IndyMac.

B. Pooling and Servicing Agreement (PSA)

The loan was allegedly placed into the IndyMac INDX Mortgage Loan Trust 2007-AR5.

All transfers into the trust were required to occur before the closing date under the PSA and IRS REMIC rules.

The assignment in this case occurred years later, making it void under trust law and

federal tax treatment.

C. Role of Investors

Global investors purchased MBS securities backed by loan pools.

They held rights to cashflows, not direct claims to any specific loan or property.

No investor and no trustee may assert standing absent a valid assignment and measurable injury.

D. The Assignment Fraud

IndyMac was shut down on July 11, 2008. Its authority transferred to the FDIC.

The assignment to Deutsche Bank was executed years later, allegedly on behalf of IndyMac by The Law Offices of David J. Stern, which was dismantled for mass document fabrication and robo-signing.

The signer of record had no legal authority. No chain of custody or FDIC consent.

The assignment was recorded to fabricate standing, not to reflect lawful transfer.

E. Chain of Title Never Existed

There is no unbroken endorsement chain showing how the note and mortgage lawfully passed from IndyMac to Deutsche Bank.

The recorded assignment is the only document relied upon, and it is defective.

No power of attorney, agency authority, or transfer consent from FDIC exists.

F. Legal Effect

A void assignment cannot support jurisdiction or standing.

Every judgment obtained based on that void instrument is subject to vacatur under Rule 1.540(d).

3. FORENSIC ECONOMIC ANALYSIS: DEUTSCHE BANK SUFFERED NO LOSS

A. Deutsche Bank Had No Financial Exposure

As trustee, Deutsche Bank was not the lender, or investor.

Trustees are compensated via fixed administrative fees — not dependent on borrower performance.

Deutsche Bank as trustee suffered no financial loss from defaults.

B. Multi-Layer Loss Protection Within the Trust

The IndyMac INDX 2007-AR5 trust, like similar REMIC pools, was protected by:

Overcollateralization — excess loans backing the securities

Excess spread accounts — interest buffers

Monoline insurance — AIG, MBIA, Ambac

Credit default swaps — shifting risk to counterparties

Reserve accounts and subordination of junior tranches

These mechanisms were designed to absorb defaults — not pass them to investors.

C. Defaults During Crisis Were Anticipated and Absorbed

Even during the 2008 crisis, when trust-level defaults exceeded 10%, layered protections continued to function:

For example: A trust with 10% overcollateralization and 20% defaults still covered losses with:

Ongoing interest from performing loans

Insurance payouts from monoline coverage

Credit enhancements and restructuring settlements

D. Federal Bailouts and Settlements Repaired Most Losses

Between 2008 and 2012, trust shortfalls were addressed through:

AIG's bailout and settlement obligations

RMBS litigation settlements (e.g., JPMorgan, Deutsche)

Treasury bailouts under TARP and MBS buybacks

FHA/VA claim payments and structured loss settlements

These ensured that investors were compensated, if not fully then substantially — and Deutsche Bank had no enforceable claim tied to the loan.

E. Standing Cannot Arise From Abstract Pool-Level Loss

The PSA prohibits investors from suing individually.

The trustee may only act where it holds a valid assignment and can show an actual loss.

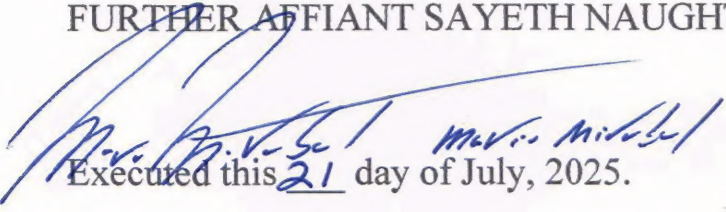
No such loss exists in this case — not at the trust level, and certainly not attributable to Ariana Birenwajg or Mario Mirabal.

4. CONCLUSION

The assignment in this case was fabricated. Deutsche Bank lacked standing. The securitization structure absorbed or redirected any associated risk. No party with legal enforcement authority ever suffered a direct loss on this loan. The court was misled by manufactured paperwork recorded after the lender no longer existed.

Accordingly, I respectfully request that the Court vacate the dismissal improperly entered in Deutsche Bank's favor, and reinstate the prior dismissal with prejudice entered by Judge Bokor, which reflected the true legal posture of this case.

FURTHER AFFIANT SAYETH NAUGHT.


Executed this 21 day of July, 2025.

Miami-Dade County, Florida

Mario Mirabal

Legal Title Holder, Attorney-in-Fact for Ariana Birenwajg.

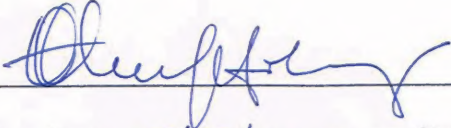
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 21st day of July, 2025, by Mario Mirabal, who is personally known to me or produced valid identification.

Notary Public

NAME MANUEL R. ALVES HOLLWEG

SIGNATURE 

My Commission Expires: 08/28/2027 SEAL BOX:



MANUEL R. ALVES HOLLWEG
Notary Public, State of Florida
Commission# HH 438732
My comm. expires August 28, 2027